

PROJECT | Fine Arts Plaza Construction

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OFFICE OF CITY ENGINEER

DAT

REF. NO. 5681-1925

MATERIAL

CONTRACTORS

CONTRACTORS		ESTIMATE	EXTENSION	Hicksford		Reth Riley		Wayne		UNIT BID	TOTAL BID
STREETS	ALLEYS	QUAN	UNIT	MATERIAL	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	
1515	Cu. Yds.	Excavation - Tack, Hgth & Backfill	400	6060.00	9.00	6,060.00	8.00	12,120.00	7.50	15,822.50	
1537	Sq. Yds.	Reinforced Asphalt Deep Strength	20.00	108,360.00	7.90	52,116.30	8.50	56,074.50	8.00	52,776.00	
4585	Sq. Yds.	6" Deep Asphalt Deep Strength	5.00	27,051.50	5.90	27,051.50	6.70	31,183.50	6.00	27,151.00	
5425	Lf. ft.	Concrete 8" Butter, conc.	5.00	13,700.00	5.00	13,700.00	21.25	14,556.25	6.50	22,262.50	
19160	Sqft	Sidewalk, conc. 4"	150	2940.00	1.50	2940.00	1.50	2,940.00	1.75	3,130.00	
5	Psf	Portland Sidewalk Ready-Care	75.00	375.00	50.00	250.00	50.00	250.00	100.00	500.00	
16	Lin.ft.	Turner Pipe Underdrain 6" Pipe	10.00	160.00	20.00	320.00	30.00	480.00	10.00	160.00	
2020	Lin.ft.	Shipping & Justice Alternates	.15	(300.00)	.15	300.00	.15	300.00	.07	140.00	
7	Each	Directional Arrows (D.I. Att.)	25.00	(175.00)	25.00	175.00	20.00	140.00	15.00	105.00	
1	Each	Manhole, Tr. 8" with Coating	600.00	600.00	500.00	500.00	795.00	795.00	850.00	850.00	
8	Each	Inlet, Type I-F, New Std. with Coating Special w/H-holes	100.00	3200.00	500.00	4,000.00	650.00	5,200.00	1000.00	8,000.00	
2	Each	Inlet, Type I-F, New Std. with (cont.)	300.00	600.00	400.00	800.00	600.00	1200.00	850.00	1700.00	
9	Each	Curbing 10' x 14" Grabs	100.00	800.00	150.00	1200.00	150.00	1200.00	175.00	1400.00	
369	Lin.ft.	Per CL. IV 12" R.C.P. (Fridges 48" Corrugated, End & F.M.)	15.00	5535.00	18.00	6,642.00	15.00	5535.00	12.00	4,428.00	
120	4023	12" Galvanized Steel Spikes (4000 Count)	100.00	600.00	600.00	600.00	7.00	700.00	7.50	750.00	
3	Each	Power 40'x12' Cable & Pole	24.46	68.38	65.00	795.00	20.00	150.00	150.00	300.00	
9	Each	10' alum. 10'x5' without	39.06	358.94	100.00	900.00	80.00	720.00	150.00	1350.00	
3	Each	Transom Box-Lab. Only	22.52	192.16	130.00	390.00	100.00	300.00	150.00	450.00	
1	Each	Transom Box-Lab. Only	17.04	154.16	160.00	160.00	125.00	125.00	150.00	150.00	
3	Each	Under 10' 1" 10' 1" Only	109.50	328.50	100.00	310.00	135.00	105.00	130.00	950.00	
6	Each	Install Aspirator & Post	19.89	89.39	16.00	96.00	20.00	120.00	25.00	150.00	
9	Each	Turner Light & Post Top	111.87	139.01	16.00	144.00	25.00	225.00	25.00	225.00	
3	Each	Turner Light & Post on	20.70	62.10	20.00	60.00	20.00	40.00	35.00	105.00	
4	Sec.	Dir. Box (not w/Sec Span)	11.49	57.00	35.00	140.00	55.00	220.00	25.00	100.00	
2830	Lin.ft.	3/8" #4 - Lalone Only	.31	968.30	.10	1,120.00	.35	1015.50	.25	1,025.50	
2900	Lin.ft.	1/2" Threaded in Earth 22" Pesp	.64	1856.00	.75	2,175.00	.55	1595.00	.75	2,175.00	
410	Lin.ft.	Install 1/2" Conduit in French	1.26	584.90	1.00	490.00	1.65	726.00	2.00	880.00	
1	Each	30 Amp Relay Control Lab. C.R.	72.00	72.00	100.00	100.00	400.00	400.00	50.00	50.00	
Total				151,719.85		121,626.80		116458.75		149154.00	
								199,288.25		195,482.50	

PROJECT TIME AND MATERIALS CONSTRUCTION DRAFT NO. 5 (GENERAL COSTS)
DATE RES. NO. 5691 - 1925

MATERIAL 6" CONCRETE

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

CONTRACTORS		ESTIMATE	EXTENSION	John Dehaven		Hinsdale		UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	
STREETS	ALLEYS			QUAN.	UNIT	MATERIAL	UNIT BID							
630	Cu. Yds.	Excavation Inc., Dugdell & Sons	4.00	2100.00	6.50	3900.00	4.00	2400.00						
6769	Sq. Yds.	Pavement, Concrete Plain 6"			9.35	63,213.70	10.30	69,668.20						
5129	sq. yds.	Pavement, Concrete Plain 5" (per cubic yard)			9.53	44,691.77	9.50	49,200.50						
3222	sq. yds.	Excavation, Concrete Pavement			11.70	51,822.50	11.50	57,965.00						
1960	sq. yds.	Sidewalk, Concrete 4"	1.5	2,940.00	1.35	2,646.00	1.50	2,940.00						
5	Each	Brick Paving or Sidewalk Paving, Concrete	75.00	345.00	120.00	600.00	50.00	250.00						
16	Lin. ft.	Trimming under walk for pipe	10.00	180.00	25.00	100.00	20.00	320.00						
2020	Lin. ft.	Steeping (Collective Alternative)	.15	(300.00)	.08	160.00	.15	300.00						
7	Each	Directional Arrows (Red. Alt.)	25.00	(125.00)	5.00	35.00	25.00	125.00						
1	Each	Manhole Tubs 48" w/ Casting	600.00	600.00	450.00	450.00	500.00	500.00						
8	Each	Int. Tubs 12" New 5" Spacing w/ Brackets	400.00	320.00	425.00	3,100.00	500.00	4,000.00						
2	Each	Manhole Tubs 12" New 5" Spacing w/ Brackets	300.00	600.00	350.00	700.00	100.00	800.00						
8	Each	Casting: Adjusted to grade	100.00	800.00	115.00	920.00	150.00	1200.00						
364	Lin. ft.	1/2" Casing 12" AC. A. (Excludes 5")	15.00	5535.00	10.75	3,916.75	18.00	6,672.00						
100	Yards	Spallite 1/2" (Cemented and Coated)			8.10	7,000.00	6.00	6,000.00						
3	Each	Am. 10' x 10' x 10' x 10' x 10' x 10'	1640	8.10	16.20	56,200	6.50	135,000						
9	Each	Manholes without Transfers	38.86	358.74	42.00	3,988.00	10.00	900.00						
3	Each	Manholes without Transfers	17.52	192.56	12.00	126.00	130.00	390.00						
7	Each	Concre. manholes for 13x6'-6"	93.08	834.72	107.00	945.00	180.00	1620.00						
1	Each	13x6'-6" - 10x6'-6" only	114.50	114.50	115.00	31,700	180.00	510.00						
6	Each	13x6'-6" Post Top Luminaries	19.89	89.34	18.90	113.40	16.00	96.00						
9	Each	Install 13x6'-6" Post Top	19.89	139.01	18.90	170.10	16.00	194.00						
3	Each	Install 13x6'-6" Posts on 13x6'-6"	20.70	62.10	23.10	69.30	20.00	60.00						
4	Each	Driveway (concrete surface)	14.45	57.92	16.18	47.72	35.00	120.00						
2730	Lin. ft.	3/8" P.T. - Labra Only	.31	932.30	.26	761.80	.40	1,172.00						
2900	Lin. ft.	4x6 Trench in Earth 20" Deep - Takeoff	164	1856.00	.63	1,827.00	.75	2,125.00						
440	Lin. ft.	Install 1 1/2" Conduit in trench	-1.26	554.90	1.58	695.20	1.00	990.00						
1	Each	30 Amp. Relay & Contact - Labor Only	28.00	72.00	36.75	36.75	100.00	100.00						
Total				158,299.85		157,247.34		159,299.87		159,256.20				

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BILL NO. S-75-07-15.

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SPECIAL ORDINANCE NO. S-139-75

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AN ORDINANCE approving a contract with HIPS Kind
ASPHALT CORPORATION for Resolution 5691-1975,
Fine Arts Plaza

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BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

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SECTION 1. That the contract dated June 25, 1975, between the City
of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works
and HIPS Kind ASPHALT CORPORATION, for:

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Improvements under Resolution 5691-1975 for
Fine Arts Plaza Construction

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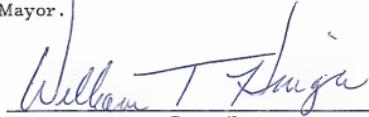
for a total cost of \$124,626.80, of which \$50,000.00 was paid by Fine Arts with the
balance reimbursed to the City plus 6% interest, all as more particularly set forth
in said Contract which is on file in the Office of the Board of Public Works, and is
by reference incorporated herein, made a part hereof and is hereby in all things
ratified, confirmed and approved.

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SECTION 2. This Ordinance shall be in full force and effect from and
after its passage and approval by the Mayor.)

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William T. Dauga

Councilman

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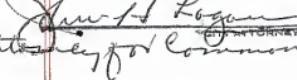
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APPROVED AS TO FORM
AND LEGALITY,


Jim J. Logan
Attalaig for Common Council

Read the first time in full and on motion by Moses, seconded by Kraus, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 7-8-75

Charles W. Ulbraman

CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed ~~4-0-1~~ by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
BURNS	X				
HINGA	X				
KRAUS	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 7-22-75

Charles W. Ulbraman

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution, No. 1-139-75) on the 22nd day of July, 1975.

ATTEST: (SEAL)

James Stier

PRESIDING OFFICER

Charles W. Ulbraman

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of July, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Ulbraman

CITY CLERK

Approved and signed by me this 23rd day of July, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

John A. Fink

MAYOR

File No. S-75-07-15

REPORT OF THE COMMITTEE ON PUBLIC WORKS

your Committee on Public Works to whom was referred an Ordinance
approving a contract with HIPSKIND ASPHALT CORPORATION for Resolution
5691-1975, Fine Arts Plaza

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckels

William T. Hinza

Donald J. Schmidt

W. C. Moses Jr.
Eugene Kraus, Jr.

John Nuckels
William T. Hinza
D.J. Schmidt

DATE 7-22-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

June 9, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen & Mrs. Schmidt:

Contracts have been let for the improvement of the Fine Arts Parking Lot project as follows:

✓ Bid I	- General Construction - Hipskind Asphalt	\$124,626.80
Bid II	- Landscaping	\$ 24,463.31
Bid III	- Irrigation	\$ 7,900.00
	- Irrigation Design & Installation	

Due to the urgency for permitting the contractors to proceed, the Board of Works requests a "Prior Approval" of the awards.

Copy of Bid Tabulation is attached.

A Special Ordinance will be submitted for formal approval as soon as contracts are processed.

EXPLANATION:

According to Agreement between the City and the Fine Arts Foundation, the Fine Arts shall advance \$50,000 to the City as their preliminary payment on this project. The balance plus 6% simple interest shall be reimbursed to the City from revenues derived by Fine Arts from parking meters and lease parking.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E O'Neal

/bt

Attachment
cc: Mayor

Carl E. O'Neal

Common Council
Page 2
June 9, 1975
Fine Arts Parking Lot "Prior Approval"

APPROVED:

John C. Moore Jr. William T. Haga James S. Stue
DDS Schmidt Samuel J. Burns Howard G. Schmidt
Samuel J. Flanis Eugene Krawf

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles B. Westerman
City Clerk

62-140-7

6/25/75

CONTRACT

This Agreement, made and entered into this 25 day of June, 1975,

by and between HIPSKIND ASPHALT CORPORATION

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Res. No. 5691-1975, for Fine Arts Plaza Construction - Bid #1 (all in accordance with plans and specifications attached).

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5691-1975 and at the following price per linear foot -----

at the following prices:

Excavation - incl. asphalt or brick	Four dollars and no cents, per cubic yard	4.00
Pavement, asphalt, 8" deep strength asphalt - drives and service area	Seven dollars and ninety cents, per square yard	7.90
Pavement, asphalt, 6" deep strength asphalt - parking only	Five dollars and ninety cents, per square yard	5.90

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5691-1975 and at the following price per linear foot _____

at the following prices:

Excavation - incl. asphalt or brick	Four dollars and no cents, per cubic yard	4.00
Pavement, asphalt, 8" deep strength asphalt - drives and service area	Seven dollars and ninety cents, per square yard	7.90
Pavement, asphalt, 6" deep strength asphalt - parking only	Five dollars and ninety cents, per square yard	5.90
Comb. curb and gutter, concrete	Four dollars and no cents, per lineal foot	4.00
Sidewalk, concrete, 4"	One dollar and fifty cents, per square foot	1.50
Paraplegic sidewalk ramps, concrete	Fifty dollars and no cents, per each	50.00
Tunnelling underwalk for pipe	Twenty dollars and no cents, per lineal foot	20.00
Striping	Fifteen cents, per lineal foot	.15
Directional arrows	Twenty five dollars and no cents, per each	25.00
Manhole, type 48" with casting	Five hundred dollars and no cents, per each	500.00
Inlet, type 1-F, new standard with casting (special, with trap)	Five hundred dollars and no cents, per each	500.00
Inlet, type 1-F, new standard with casting	Four hundred dollars and no cents, per each	400.00
Castings adjusted to grade	One hundred fifty dollars and no cents, per each	150.00
Pipe, class IV, 12" R.C.P. (includes #53 compacted aggregate backfill)	Eighteen dollars and no cents, per lineal foot	18.00
Special borrow for extra storm sewer cut (#53 compacted aggregate)	Six dollars and no cents, per ton	6.00
Remove 40 ft. cedar and pine poles	Sixty five dollars and no cents, per each	65.00
20 ft. aluminum poles w/o transfer base - labor only	One hundred dollars and no cents, per each	100.00
35 ft. aluminum poles w/o transfer base - labor only	One hundred thirty dollars and no cents, per each	130.00
Concrete base for poles 2'x2"x5' - labor only	One hundred eighty dollars and no cents, per each	180.00
Concrete base for poles 2'x2"x6' - labor only	One hundred eighty dollars and no cents, per each	180.00
Install adapter and post top luminaire	Sixteen dollars and no cents, per each	16.00

Install adapter and post top luminaire on existing post	Sixteen dollars and no cents, per each	16.00
Install mast arms on aluminum poles - 2'	Twenty dollars and no cents, per each	20.00
Duplex (one wire span)	Thirty five dollars and no cents, per SP	35.00
3/C #4 - labor only	Forty cents, per lineal foot	.40
U.G. trench in earth 20" deep	Seventy five cents, per lineal foot	.75
Install 1 $\frac{1}{2}$ " conduit in trench	One dollar and no cents, per lineal foot	1.00
30 amp. relay and control - labor only	One hundred dollars and no cents, per each	100.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No 5691-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before September 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 20
day of June, 1975

HIPSKIND ASPHALT CORPORATION

BY: David L. Hipskind
Pres.

ITS: Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

J. D. Brownell
Cal E. O'Neal
Beth Lee Gault
J. P. Lepp
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

GRAY ATTORNEY

IMPROVEMENT RESOLUTION #5691-1975

FINE ARTS PLAZA CONSTRUCTION

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana entered into an agreement with the Fort Wayne Fine Arts Foundation, Inc. covering construction and maintenance of the Fine Arts Plaza, and

WHEREAS, said agreement covers the property owned by Fort Wayne Fine Arts Foundation, Inc. bounded by Lafayette Street, Main Street, Barr Street Extended and the Norfolk & Western Railroad Elevation, and

WHEREAS, the Board of Public Works has caused to be prepared engineering plans and specifications for the construction of said plaza, and

WHEREAS, the Board of Public Works desires to obtain bids for said work.

NOW, THEREFORE, be it resolved by the Board of Public Works that bids shall be received for the following contracts:

1. All excavation, drainage, catch basins and sewer pipe, grading, paving, curbing and labor for installation of lighting. Parking stall striping shall be included as a deductive alternative.

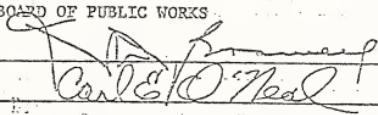
2. All labor and materials necessary for the landscaping, including top soil, shrubs, trees, grass, etc. pursuant to plans and specifications.

3. All labor and materials necessary for the irrigation system as shown on plans and specifications.

It is hereby found by said Board of Public Works that no special assessment will accrue to any property owner adjoining said improvement. The cost of said improvement shall be paid as providing for in the agreement between this Board and the Fort Wayne Fine Arts Foundation, Inc.

Adopted this _____ day of May, 1975.

BOARD OF PUBLIC WORKS


Carl E. O'Meara

ATTEST:


Tom A. Smith
Clerk

GUARANTY BOND

Know All Men by These Presents, That we -----
----- HIPSKIND ASPHALT CORPORATION ----- Contractors
as principal, and TRINITY UNIVERSAL INSURANCE CO. of DALLAS, TEXAS-----
----- as surety
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Twenty
Four Thousand Six Hundred Twenty Six Dollars and Eighty Cents-----

----- \$124,626.80
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

----- HIPSKIND ASPHALT CORPORATION-----

did on the _____ day of _____
_____, enter into a contract with the City of Fort Wayne to construct a
Pavement
XN. _____ Res. No. 5691-1975, for Fine
Arts Plaza Construction - Bid #1 (all in accordance with plans and specifications
attached)

according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said -----

HIPSKIND ASPHALT CORPORATION----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 20th day of June 75

TRINITY UNIVERSAL INSURANCE COMPANY

BY:

Levieng Wood
(Attorney-in-Fact)

HIPSKIND ASPHALT CORPORATION

(SEAL)

BY: *David L. Hipshman*

(SEAL)

ITS: *Pres.* (SEAL)

Approved this

25

day of

June, 1975

Carl O'Neal
R. H. Van Davel
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we _____

-----HIPS KIND ASPHALT CORPORATION-----

as principal, and TRINITY UNIVERSAL INSURANCE CO. of DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred

Twenty Four Thousand Six Hundred Twenty Six Dollars and Eighty Cents-----
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

124,626.80
(\$_____)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this. 20 day of June 75

HIPS KIND ASPHALT CORPORATION (SEAL)

BY: David L. Hipskind (SEAL)

ITS: Pres. (SEAL)

(SEAL)

Approved this. 25 day of June, 1975

D. Braverman

Carl O'Neal

Betty Lou Dault

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

JUNE 16, 1975

APPROVED AS TO FORM AND LEGALITY

MY ATTORNEY

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)
(HIGHWAY)
(SEWER)

LATHER

MILLWRIGHT & PILEDRIVER

OPERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

PAINTER

PLASTERER

PLUMBER & STEAMFITTER

MOSAIC & TERRAZZO GRINDER

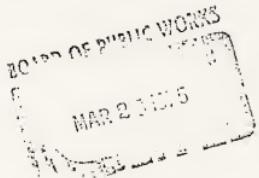
ROOFER

SHEETMETAL WORKER

TEAMSTER (BUILDING)
(HIGHWAY)

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS DAY DAY OF MARCH, 1975



T. W. [Signature]
REPRESENTING GOVERNOR, STATE OF INDIANA

C. G. [Signature]
REPRESENTING THE AWARDING AGENT.

E. M. [Signature]
REPRESENTING STATE A.F.L. & C.I.O.

CLASS	RATE PER HR.	PW	PEN	VAC	APP.	MISC.
S	9.95	35¢	55¢			3if
S	10.05	50	1.00		1¢	
S	8.89	30	25		1	
S	8.31		67		4	2if
S	9.01	47	40		5	2if
S	8.30	40				
S	9.10	30	17½30		4	
S	8.77	44½	29	77	2	
S	8.24	12		25	4	35Cholida
S	9.70	55	65		1	
S-SS US	5.95-6.25	35	30		7	
S-US-SS	5.90-6.05	35	30		7	
S-US-SS	6.25-7.33	35	30		7	
S	8.20		25		1	3if
S	8.64		67		4	2if
S-SS US	6.75-9.15	40	40		5	
S-SS-US	6.61-8.30	30	30		5	
S-SS-US	7.07-9.27	40	40		5	
S	7.49-8.49	32	25		7	
S	7.91	40				
S	9.20	30	65		7	4if
S	6.65-8.50					
S	8.40		10			
S	9.19	35	30		4	9if
S-SS US	6.68-7.63	16pw	17pw			
S-SS-US	6.56-7.16	16pw	17pw			

TRINITY UNIVERSAL
INSURANCE COMPANY
Dallas Texas
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver, behalf of the Company, unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing such such person his Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney.

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby nominate, constitute and appoint:

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all bonds unlimited as to amount and to be given for the following purposes only, to-wit: Guaranteeing the fidelity of persons holding places of public or private trust; Guaranteeing the performance of contracts for public or private construction, including supply contracts; and all other bonds and undertakings required or permitted in all actions or proceedings or by law required.

PROVIDED, No authority is extended for the execution of Open Penalty Bonds.

No authority is given to execute any bond wherein said attorney-in-fact appears as a party at interest either as principal or obligee.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly selected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly executed by its proper officer this 16th day of July, 1971.

TRINITY UNIVERSAL INSURANCE COMPANY

Attest: -
H.C. Templeton
C. Templeton, Secretary Title
(SEAL)

By Frank M. Wilmer
Frank M. Wilmer, Vice President

State of Texas ss:

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 16th day of July, 1971.

(SEAL)

My commission expires June 1, 1973

C. E. Cason,

H.C. Templeton
Notary Public

I, the undersigned, _____ Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this _____ day of _____, 19_____.
(Seal)

H.C. Templeton
Secretary

**CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION**

DIGEST SHEET

J-75-07 15 ✓

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Hipskind Asphalt Corporation in amount of \$124,626.80 for Resolution 5691-1975, Fine Arts Plaza.

SEE "PRIOR APPROVAL" ATTACHED

EFFECT OF PASSAGE Provide for necessary improvement.

EFFECT OF NON-PASSAGE Unable to complete approved project.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$50,000 paid by Fine Arts with balance reimbursed to City plus 6% interest.

ASSIGNED TO COMMITTEE

Asst. Public works Jitter

7/3/75 *bjs*